

TERMS AND CONDITIONS OF SALE

1. Properties are offered subject to any encumbrances, governing restrictions, and easements of record. The State makes no warranties or representations as to the condition of the property. No title policy shall be furnished.
2. All water run-off and drainage from the abutting highway right of way will be allowed a free and uninterrupted flow over the subject property. The purchaser shall not change the physical condition of the subject land to impede the free flow of water run-off and drainage from the abutting highway right of way.
3. The properties are subject to the provisions of Act 106, Public Acts of 1972, as pertains to outdoor advertising.
4. The Michigan Department of Transportation (MDOT) reserves such interests as may be necessary to permit invasion of airspace above subject property, including structures, by noise, vibrations, fumes or dust arising from construction, maintenance, repair, removal or use of adjacent highway or street. The purchaser agrees not to assert any claims arising out of the interests herein reserved.
5. The limited access provisions are stated in the property description.
6. The right to maintain public utility facilities existing on, under or over the subject property is reserved unto the owners of said facilities together with the right to go on the subject property for the purpose of maintaining such utility facilities.
7. Some properties may be offered as landlocked with no ingress or egress except by abutting owners. Purchasers, other than the abutting owner, must make their own arrangements for access to the property. These items will be identified on the bidsheet.
8. **Prospective purchasers should do their own research as to the use of the subject property for their intended purpose and make a personal inspection of the property to determine if it will be suitable for the purposes for which it is being purchased.**
9. All properties offered may be subject to wet-land protection, in accordance with provisions of Public Acts 346 and 347 of 1972, to the Goemaere-Anderson Wetland Protection Act, 1979, P.A. 203. Please contact Michigan Department of Natural Resources for specific enforcement.
10. No sale can be made for less than the minimum bid. Bid deposits may be in the form of CASH, CERTIFIED/CASHIER'S CHECK, PERSONAL CHECK, or MONEY ORDER, payable to the "State of Michigan". The bid deposit will remain the same regardless of the selling price, unless otherwise stated.
11. Bid deposits must be made by the successful bidder after the sale of each item. **Full payment will be required at the time of sale for items sold for \$1,000 or less.**
12. Any person, corporation or association authorized to purchase property may bid on the properties offered. Any person unable to attend the sale can be represented at the sale by an agent or other representative with written authority to bid and otherwise represent the person.
13. Each property will be sold to the highest bidder for not less than the minimum bid price. An oral bid accepted at public auction is a legal and binding contract to purchase. Successful bidders are required to complete an "Application to Purchase and Agreement of Sale" at the conclusion of the auction. A sample of the application form is attached for review. Failure of the successful bidder to complete payment within thirty (30) days of State Administrative Board approval or failure to execute land contract within ten (10) days of notification may result in retention of the property and deposit by MDOT as liquidated damages.
14. MDOT reserves the right to reject any and all bids and to waive defects in the bidding. All sales are subject to final approval by the State Administrative Board. Instruments of conveyance will be drafted with the names of the parties exactly as printed on the Application to Purchase. If married, list the name of both parties. Corporations must state where incorporated and provide Articles of Incorporation prior to closing.
15. Any building improvements located on MDOT land are offered for sale "as is". The State makes no warranties or representations as to the condition of these improvements. Some of the building improvements included in this sale may be tenant occupied. The tenants are entitled to tenant rights as cited in Michigan Law.
16. The purchaser accepts the premises in their present condition, i.e., "as is", and releases MDOT and the State of Michigan and its officers, employees and agents from all liability arising from any condition of the premises, whether now known or subsequently discovered, including but not limited to all claims based on environmental contamination of the premises.
17. A person who acquires property that may be contaminated as a result of a release of a hazardous substance may become liable for all costs of cleaning up the property and any other properties impacted by the release. Liability may be imposed upon the person acquiring the property even in the absence of any personal responsibility for, or knowledge of, the release. Accordingly, MDOT recommends that a person who is interested in acquiring excess property contact an attorney or an environmental consultant for advice prior to the acquisition of the property.
18. Some properties may be purchased on a land contract. The minimum down payment is 20% of the sale price. The balance due is charged with interest at the rate of 11% per annum in monthly installments of not less than 1% of the purchase price or \$100, whichever is greater. Land contracts require payment of the unpaid balance at the end of 5 years. The purchaser must provide liability insurance covering both the purchaser and seller in amounts acceptable to the seller. Applicants who are in default on existing land contracts do not qualify for additional contracts. The bidsheet will identify those properties available for land contract terms. **If the bid amount on a parcel goes above \$50,000, MDOT may offer Land Contract terms on that parcel at its discretion.**
19. Any unsold item will be re-offered at the end of the auction.

Public announcements made at the sale take precedence over printed matter.